

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

IN RE: VALSARTAN, LOSARTAN, AND  
IRBESARTAN PRODUCTS LIABILITY  
LITIGATION

THIS DOCUMENT RELATES TO ALL  
ACTIONS

**Civil Action No. 1:19-md-2875 (RBK/SAK)**

**[DRAFT] PLAINTIFFS' INTERROGATORIES TO  
RETAIL PHARMACY DEFENDANTS  
TO ALL DEFENDANTS AND THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that pursuant to Federal Rule of Civil Procedure 33 and Local Civil Rule 33.1, Plaintiffs propound the following interrogatories upon each Retail Pharmacy Defendant. Responses to these interrogatories shall be served on or before 60 days from the date of service of these interrogatories. These requests are without prejudice to Plaintiffs' rights to serve other requests consistent with Rules 26 and 34.

The Retail Pharmacy Defendants have previously advised, and Plaintiffs understand, that there remain differences in the ability of each Retail Pharmacy Defendant to respond to the requests below, including differences in what data is available, and in the type and extent of data that is available in a reasonably accessible format. Following service of these Interrogatories, each Retail Pharmacy Defendant shall serve its own individual, sworn responses to the interrogatories set forth below, including identification of any specific issues that the Retail Pharmacy Defendant has with the requests.

The parties will meet and confer in good faith on the substance of any such responses, to the extent necessary, and to address any deficiencies or Plaintiffs' reasonable questions regarding Retail Pharmacy Defendants' responses.

**DEFINITIONS:**

**Relevant Time Period:** The relevant time period applicable to all Interrogatories is January 1, 2012 through December 31, 2019.

**“Retail Pharmacy Defendants”** refers to the following entities, including any agents or predecessor entities: Albertson’s LLC, CVS Pharmacy, Inc., Express Scripts, Inc., Kroger Co., OptumRX, Optum, Inc., Rite Aid Corp., Walgreen Co., and Walmart. For purposes of these Interrogatories, Retail Pharmacy Defendants does not include Humana Pharmacy, Inc., as Humana Pharmacy, Inc. is no longer a defendant in the Consolidated Economic Loss Complaint.

**“TPP”** refers to Third Party Payors, including health insurance companies, third-party administrators, health maintenance organizations, self-funded health and welfare benefit plans, third party payors, and any other health benefit provider in the United States of America and its territories. For purposes of these Interrogatories only, it also includes any intermediary issuing payment to a Retail Pharmacy Defendant to reimburse for covered prescription fills of VCDs during the Relevant Time Period.

**“Valsartan” or “VCDs”** means any drug with valsartan as an active ingredient. For purposes of these Interrogatories, “Valsartan” or “VCDs” is limited to only those drugs with a National Drug Code (NDC) associated with any of the Manufacturer Defendants identified in Plaintiffs’ Master Complaints, as agreed upon by the parties as reflected in the attached **Tabs A-1 and A-2**.

**“You,” “your” or “defendant”** shall be used interchangeably and refers to the parties to which these requests are directed.

**INSTRUCTIONS:**

**Non-privileged information:** These Requests seek only information that is not privileged or otherwise protected from disclosure by applicable protection, including but not limited to work product protection or other requirements imposed or protections afforded by applicable law or regulation. This does not relieve any responding Defendant from serving a privilege log consistent with the Federal Rules of Civil Procedure.

**INTERROGATORIES:**

**INTERROGATORY NO. 1:** For the Relevant Time Period, identify payments made to You by TPPs for VCDs dispensed by You during the relevant time period, as reflected in previously produced dispensing data. For purposes of this Interrogatory, each Retail Pharmacy Defendant may, at its election, identify either: (1) transactional amounts received from TPPs for each

individual fill of VCDs; or (2) transactional amounts for this data in an aggregated format, reflecting total amounts received from TPPs by NDC and by month or quarter (at the Retail Pharmacy Defendant's election).

**INTERROGATORY NO. 2:** For the Relevant Time Period, identify Your costs relating to VCDs dispensed by You during the relevant time period, as reflected in previously produced dispensing data. For purposes of this Interrogatory, each Retail Pharmacy Defendant may, at its election, either (1) identify transactional purchase/cost information for purchases of VCDs during the relevant time period; or (2) produce this data in an aggregated format, reflecting total costs for purchase of each NDC, by month or quarter (at the Retail Pharmacy Defendant's election), with purchases aggregated across all suppliers. For purposes of Interrogatory No. 2, "costs" refers to costs of goods sold; other costs will be included in connection with Interrogatory No. 3. With respect to this Interrogatory only, the parties agree Plaintiffs do not waive any right to seek additional, non-aggregated information after receipt of any Retail Pharmacy Defendant's production, and although Retail Pharmacy Defendants preserve their objections to any such requests from Plaintiffs, they agree that they will not object to such requests on the basis that they were not included in this set of Interrogatories.

**INTERROGATORY NO. 3:** For the Relevant Time Period, identify Your profits relating to VCDs dispensed by You during the relevant time period, as reflected in previously produced dispensing data. With respect to this Interrogatory only, the parties agree Plaintiffs do not waive any right to seek additional, non-aggregated information after receipt of any Retail Pharmacy

Defendant's production, and although Retail Pharmacy Defendants preserve their objections to any such requests from Plaintiffs, they agree that they will not object to such requests on the basis that they were not included in this set of Interrogatories.

# EXHIBIT A-1

NDC Package Code	Registered entity
50090-1412-00	A-S Medication Solutions
50090-1412-01	A-S Medication Solutions
50090-1420-00	A-S Medication Solutions
50090-1422-00	A-S Medication Solutions
50090-1762-00	A-S Medication Solutions
50090-1763-00	A-S Medication Solutions
50090-2471-00	A-S Medication Solutions
50090-2518-00	A-S Medication Solutions
50090-2518-01	A-S Medication Solutions
50090-2550-00	A-S Medication Solutions
50090-2550-01	A-S Medication Solutions
50090-2640-00	A-S Medication Solutions
50090-3485-00	A-S Medication Solutions
50090-3576-00	A-S Medication Solutions
50090-4130-00	A-S Medication Solutions
50090-4130-01	A-S Medication Solutions
50090-4293-00	A-S Medication Solutions
50090-4293-01	A-S Medication Solutions
50090-4294-00	A-S Medication Solutions
50090-4294-01	A-S Medication Solutions
50090-4295-00	A-S Medication Solutions
50090-4295-01	A-S Medication Solutions
50090-4824-00	A-S Medication Solutions
50090-4824-01	A-S Medication Solutions
50090-4837-00	A-S Medication Solutions
50090-4837-01	A-S Medication Solutions
50090-4839-00	A-S Medication Solutions
50090-4839-01	A-S Medication Solutions
50090-4872-00	A-S Medication Solutions
50090-4883-00	A-S Medication Solutions
52343-0122-30	ACETRIS HEALTH, LLC
52343-0123-90	ACETRIS HEALTH, LLC
52343-0124-90	ACETRIS HEALTH, LLC
52343-0125-90	ACETRIS HEALTH, LLC
00591-2167-19	Actavis Pharma, Inc.
00591-2167-30	Actavis Pharma, Inc.
00591-2169-19	Actavis Pharma, Inc.
00591-2315-19	Actavis Pharma, Inc.
00591-2317-19	Actavis Pharma, Inc.
00591-2318-19	Actavis Pharma, Inc.
00591-2319-19	Actavis Pharma, Inc.
60687-0139-01	American Health Packaging
60687-0139-11	American Health Packaging

65862-0547-90	Aurobindo Pharma Limited
65862-0547-99	Aurobindo Pharma Limited
65862-0548-90	Aurobindo Pharma Limited
65862-0548-99	Aurobindo Pharma Limited
65862-0549-90	Aurobindo Pharma Limited
65862-0549-99	Aurobindo Pharma Limited
65862-0550-05	Aurobindo Pharma Limited
65862-0550-90	Aurobindo Pharma Limited
65862-0551-05	Aurobindo Pharma Limited
65862-0551-90	Aurobindo Pharma Limited
65862-0570-30	Aurobindo Pharma Limited
65862-0571-90	Aurobindo Pharma Limited
65862-0572-90	Aurobindo Pharma Limited
65862-0573-90	Aurobindo Pharma Limited
65862-0737-30	Aurobindo Pharma Limited
65862-0738-30	Aurobindo Pharma Limited
65862-0739-30	Aurobindo Pharma Limited
65862-0740-03	Aurobindo Pharma Limited
65862-0834-30	Aurobindo Pharma Limited
65862-0835-30	Aurobindo Pharma Limited
65862-0836-30	Aurobindo Pharma Limited
65862-0837-30	Aurobindo Pharma Limited
65862-0838-30	Aurobindo Pharma Limited
42291-0856-30	AvKARE
42291-0857-90	AvKARE
42291-0858-90	AvKARE
42291-0859-90	AvKARE
42291-0884-90	AvKARE
42291-0886-90	AvKARE
42291-0887-90	AvKARE
42291-0888-90	AvKARE
31722-0745-30	Camber Pharmaceuticals, Inc.
31722-0746-90	Camber Pharmaceuticals, Inc.
31722-0747-90	Camber Pharmaceuticals, Inc.
31722-0748-90	Camber Pharmaceuticals, Inc.
55154-4676-00	Cardinal Health
55154-4678-00	Cardinal Health
61919-0634-30	DirectRX
61919-0634-90	DirectRX
00904-6594-61	Major Pharmaceuticals
00904-6595-61	Major Pharmaceuticals
00378-1721-93	Mylan Pharmaceuticals Inc.
00378-1722-93	Mylan Pharmaceuticals Inc.
00378-1723-93	Mylan Pharmaceuticals Inc.

00378-1724-93	Mylan Pharmaceuticals Inc.
00378-5807-93	Mylan Pharmaceuticals Inc.
00378-5813-77	Mylan Pharmaceuticals Inc.
00378-5814-77	Mylan Pharmaceuticals Inc.
00378-5815-77	Mylan Pharmaceuticals Inc.
00378-6321-05	Mylan Pharmaceuticals Inc.
00378-6321-77	Mylan Pharmaceuticals Inc.
00378-6322-05	Mylan Pharmaceuticals Inc.
00378-6322-77	Mylan Pharmaceuticals Inc.
00378-6323-05	Mylan Pharmaceuticals Inc.
00378-6323-77	Mylan Pharmaceuticals Inc.
00378-6324-05	Mylan Pharmaceuticals Inc.
00378-6324-77	Mylan Pharmaceuticals Inc.
00378-6325-05	Mylan Pharmaceuticals Inc.
00378-6325-77	Mylan Pharmaceuticals Inc.
51655-0950-52	Northwind Pharmaceuticals
68071-2119-03	NuCare Pharmaceuticals, Inc.
68071-4311-09	NuCare Pharmaceuticals, Inc.
68071-4333-09	NuCare Pharmaceuticals, Inc.
68071-4376-03	NuCare Pharmaceuticals, Inc.
54868-6452-00	Physicians Total Care, Inc.
54868-6453-00	Physicians Total Care, Inc.
54868-6458-00	Physicians Total Care, Inc.
63187-0428-30	Proficient Rx LP
63187-0428-90	Proficient Rx LP
71205-0004-30	Proficient Rx LP
71205-0004-60	Proficient Rx LP
71205-0004-90	Proficient Rx LP
70518-0658-00	REMEDYREPACK INC.
70518-2307-00	REMEDYREPACK INC.
43547-0311-09	Solco Healthcare US, LLC
43547-0312-09	Solco Healthcare US, LLC
43547-0313-09	Solco Healthcare US, LLC
43547-0314-09	Solco Healthcare US, LLC
43547-0315-09	Solco Healthcare US, LLC
43547-0367-03	Solco Healthcare US, LLC
43547-0368-09	Solco Healthcare US, LLC
43547-0369-09	Solco Healthcare US, LLC
43547-0370-09	Solco Healthcare US, LLC
00093-7037-56	Teva Pharmaceuticals USA, Inc.
00093-7037-98	Teva Pharmaceuticals USA, Inc.
00093-7038-56	Teva Pharmaceuticals USA, Inc.
00093-7038-98	Teva Pharmaceuticals USA, Inc.
00093-7690-56	Teva Pharmaceuticals USA, Inc.

00093-7690-98	Teva Pharmaceuticals USA, Inc.
00093-7691-56	Teva Pharmaceuticals USA, Inc.
00093-7691-98	Teva Pharmaceuticals USA, Inc.
00093-7692-56	Teva Pharmaceuticals USA, Inc.
00093-7692-98	Teva Pharmaceuticals USA, Inc.
00093-7693-56	Teva Pharmaceuticals USA, Inc.
00093-7693-98	Teva Pharmaceuticals USA, Inc.
00093-7807-56	Teva Pharmaceuticals USA, Inc.
00093-7807-98	Teva Pharmaceuticals USA, Inc.
00093-7809-56	Teva Pharmaceuticals USA, Inc.
00093-7809-98	Teva Pharmaceuticals USA, Inc.
00093-7810-56	Teva Pharmaceuticals USA, Inc.
00093-7810-98	Teva Pharmaceuticals USA, Inc.
13668-0067-30	Torrent Pharmaceuticals Limited
13668-0068-90	Torrent Pharmaceuticals Limited
13668-0069-90	Torrent Pharmaceuticals Limited
13668-0070-90	Torrent Pharmaceuticals Limited
13668-0204-30	Torrent Pharmaceuticals Limited
13668-0205-30	Torrent Pharmaceuticals Limited
13668-0206-30	Torrent Pharmaceuticals Limited
13668-0207-30	Torrent Pharmaceuticals Limited
13668-0325-30	Torrent Pharmaceuticals Limited
13668-0326-30	Torrent Pharmaceuticals Limited
13668-0327-30	Torrent Pharmaceuticals Limited
13668-0328-30	Torrent Pharmaceuticals Limited
13668-0329-30	Torrent Pharmaceuticals Limited
50436-2168-01	Unit Dose Services

# EXHIBIT A-2

NDC Package Code	Registered entity
00093-7431-56	Teva Pharmaceuticals USA, Inc.
00093-7432-98	Teva Pharmaceuticals USA, Inc.
00093-7433-98	Teva Pharmaceuticals USA, Inc.
00093-7434-98	Teva Pharmaceuticals USA, Inc.
00591-2168-10	Actavis Pharma, Inc.
00591-2168-19	Actavis Pharma, Inc.
00591-2169-10	Actavis Pharma, Inc.
00591-2170-05	Actavis Pharma, Inc.
00591-2170-19	Actavis Pharma, Inc.
00591-2315-10	Actavis Pharma, Inc.
00591-2316-10	Actavis Pharma, Inc.
00591-2316-19	Actavis Pharma, Inc.
00591-2317-10	Actavis Pharma, Inc.
42291-0126-30	AvKARE
42291-0127-30	AvKARE
42291-0128-30	AvKARE
42291-0129-30	AvKARE
42291-0876-90	AvKARE
42291-0877-10	AvKARE
42291-0877-90	AvKARE
42291-0878-10	AvKARE
42291-0878-90	AvKARE
42291-0879-50	AvKARE
42291-0879-90	AvKARE
42291-0880-90	AvKARE
42291-0881-10	AvKARE
42291-0881-90	AvKARE
42291-0882-10	AvKARE
42291-0882-90	AvKARE
42291-0883-50	AvKARE
42291-0883-90	AvKARE
42291-0885-90	AvKARE
50268-0783-11	Avpak
50268-0783-15	Avpak
50268-0784-11	Avpak
50268-0784-15	Avpak
50268-0785-11	Avpak
50268-0785-15	Avpak
50268-0786-11	Avpak
50268-0786-13	Avpak
50268-0790-11	Avpak
50268-0790-15	Avpak
50268-0791-11	Avpak

50268-0791-15	Avpak
50268-0792-11	Avpak
50268-0792-15	Avpak
50268-0793-11	Avpak
50268-0793-15	Avpak
50268-0794-11	Avpak
50268-0794-15	Avpak
51655-0460-52	Northwind
51655-0652-52	Northwind
51655-0654-52	Northwind
52343-0125-91	Acetris Health
54569-6480-00	A-S Med Solutions
54569-6480-01	A-S Med Solutions
54569-6488-00	A-S Med Solutions
54569-6582-00	A-S Med Solutions
54569-6582-01	A-S Med Solutions
54569-6583-00	A-S Med Solutions
54569-6583-01	A-S Med Solutions
61786-0791-19	Remedy Repak
61786-0792-19	Remedy Repak
61786-0793-19	Remedy Repak
63629-6905-01	Bryant Ranch Prepack
63629-6905-02	Bryant Ranch Prepack
63629-6905-03	Bryant Ranch Prepack
63629-6922-02	Bryant Ranch Prepack
63629-6922-03	Bryant Ranch Prepack
63629-6922-04	Bryant Ranch Prepack
65862-0740-30	Aurobindo Pharma Limited
68071-4183-03	Nucare
68788-6882-09	Preferred Pharmaceuticals
70518-0607-00	Remedy Repak
70518-0925-00	Remedy Repak
70518-1220-00	Remedy Repak
70518-1220-01	Remedy Repak
71335-0567-02	Bryant Ranch Prepack